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February 7, 2003

Advice No. 3235  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Revisions to Tariff Rules, Schedules and Forms to Implement Electronic Bulletin Board**

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) revisions to its tariff schedules, applicable throughout its service territory, as shown on Attachment B.

**Purpose**

This filing revises SoCalGas Rule Nos. 1, 30, 33, 35 and 36; Schedule Nos. G-CP, GT-SD, G-IMB, G-AUC, and G-TBS; and Form No. 6537 to reflect the implementation of a new electronic bulletin board (EBB) that replaces the aging GasSelect electronic bulletin board. These changes update the listed tariffs by adding new information and removing obsolete information.

**Background**

The current EBB, commonly known as GasSelect, is now 9 years old and is at the end of its useful production life. The EBB change is being made because demands on the computer system have increased as the gas industry has evolved from a full-service regulated utility environment to an unbundled one that connects and interacts with a fast-paced commodity market. The current technology is vintage 1990's and is unable to meet the demands placed on it to manage the gas operations. As interstate pipelines and California utilities have unbundled their commodity sales, interstate transportation capacity, and storage capacity, the data transactions have increased exponentially.

Also, the Federal Energy Regulatory Commission (FERC) has established the North American Energy Standards Board (NAESB) to standardize business transactions throughout the natural gas industry. Although SoCalGas' intrastate transmission pipeline is not regulated by the FERC, we are attempting to voluntarily comply with these standards. It is in the best interest of the market and SoCalGas' customers that it align its

business practices and related computer systems with standards applicable to the interstate pipelines connecting to SoCalGas' transmission system. Compliance to meet the changing NAESB standards is also driving changes in the computer systems to new technology. The current EBB does not meet the navigational and informational posting standards of NAESB.

SoCalGas is implementing the new EBB on or around March 30, 2003. Current GasSelect EBB subscribers will automatically have access to the new EBB. Subscribers to the EBB will see no changes to their business practices but will be using a new web-based software system. This is analogous to upgrading a personal computer to meet increasing productivity demands. EBB subscribers on behalf of core and noncore end-use customers will use the EBB to submit natural gas delivery requests to SoCalGas the same as is currently done with GasSelect. SoCalGas will use the EBB, in place of GasSelect, to manage the pipeline and storage operations for all natural gas deliveries into Southern California.

### **Requested Tariff Revisions**

This filing makes the following Tariff Revisions:

- 1) A definition for Electronic Bulletin Board (EBB) has been added to Rule No. 1, Definitions.
- 2) Electronic Bulletin Board (EBB) has replaced references to GasSelect in the following tariffs:
  - Schedule No. G-CP, Core Procurement Service
  - Schedule No. GT-SD, Intrastate Transmission Service
  - Schedule No. G-IMB, Transportation Imbalance Service
  - Schedule No. G-AUC, Auction Storage Service
  - Schedule No. G-TBS, Transaction Based Storage Service
  - Rule No. 30, Transportation of Customer Owned Gas
  - Rule No. 33, GasSelect
  - Rule No. 35, Contracted Marketer Transportation
  - Rule No. 36, Interstate Capacity Brokering
- 3) Form No. 6537, Schedule E, GasSelect Agreement, has been renamed Master Services Contract, Schedule C, Electronic Bulletin Board (EBB) Agreement. This form is a schedule to the Master Services Contract but is currently shown on the Sample Forms Table of Contents as a separate form apart from the Master Services Contract. It is proposed to move it in the Sample Forms Table of Contents under Master Services Contract as Schedule C and change the Form No. from 6537 to 6597-3 to reflect that it is a schedule to Form 6597, Master Services Contract. EBB has replaced references to GasSelect in this Form.
- 4) The title of Rule No. 33 has been changed from GasSelect to Electronic Bulletin Board (EBB). Section C, User Hardware Requirements, has been changed to remove obsolete computer hardware information and instead refer to the EBB website where hardware requirements are currently maintained. It is more efficient to maintain this information on the website than in Rule No. 33.

**Effective Date**

In accordance with Section V.A. of General Order No. 96-A, this filing will not result in an increase or decrease in any present rate or charge, nor will it deviate from or conflict with any current rate schedule or rule. Moreover, this advice letter will not cause the withdrawal of any service currently provided by SoCalGas. Therefore, SoCalGas believes approval of this advice letter does not require a resolution to be issued by the Commission. Accordingly, SoCalGas respectfully requests that this advice filing be made effective March 30, 2003, which is more than forty (40) days regular statutory notice.

**Protest**

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date of this Advice Letter. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

Energy Division - IMC Branch  
California Public Utilities Commission  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer ([jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov)) and Honesto Gatchalian ([jnj@cpuc.ca.gov](mailto:jnj@cpuc.ca.gov)) of the Energy Division. A copy of the protest shall also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom  
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E-Mail: [snewsom@semprautilities.com](mailto:snewsom@semprautilities.com)

If there are questions regarding the content of this filing, please contact Donna Shepherd at (213) 244-3837.

**Notice**

In accordance with Section III. G of General Order No. 96-A, a copy of this advice letter is being sent to the parties listed on Attachment A.

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J. STEVE RAHON  
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**ATTACHMENT A**

**Advice No. 3235**

**(See Attached Service List)**

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ATTACHMENT B  
Advice No. 3235

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 36310-G	Schedule No. G-CP, CORE PROCUREMENT SERVICE, Sheet 2	Revised 36297-G
Revised 36311-G	Schedule No. GT-SD, INTRASTATE TRANSMISSION SERVICE, Sheet 4	Revised 35948-G
Revised 36312-G	Schedule No. G-IMB, TRANSPORTATION IMBALANCE SERVICE, Sheet 1	Revised 29614-G
Revised 36313-G	Schedule No. G-IMB, TRANSPORTATION IMBALANCE SERVICE, Sheet 6	Revised 33497-G
Revised 36314-G	Schedule No. G-AUC, AUCTION STORAGE SERVICE, Sheet 7	Revised 32714-G
Revised 36315-G	Schedule No. G-TBS, TRANSACTION BASED STORAGE SERVICE, (Experimental), Sheet 6	Original 27377-G
Revised 36316-G	Rule No. 01, DEFINITIONS, Sheet 5	Revised 33482-G
Revised 36317-G	Rule No. 30, TRANSPORTATION OF CUSTOMER-OWNED GAS, Sheet 2	Revised 29532-G
Revised 36318-G	Rule No. 30, TRANSPORTATION OF CUSTOMER-OWNED GAS, Sheet 3	Revised 30585-G
Revised 36319-G	Rule No. 30, TRANSPORTATION OF CUSTOMER-OWNED GAS, Sheet 5	Revised 30587-G
Revised 36320-G	Rule No. 30, TRANSPORTATION OF CUSTOMER-OWNED GAS, Sheet 8	Revised 29598-G*
Revised 36321-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 1	Revised 30116-G
Revised 36322-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 2	Revised 26501-G
Revised 36323-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 3	Revised 26430-G
Revised 36324-G	Rule No. 33, Electronic Bulletin Board (EBB), Sheet 4	Revised 26502-G
Revised 36325-G	Rule No. 35, CONTRACTED MARKETER TRANSPORTATION, Sheet 5	Revised 27072-G
Revised 36326-G	Rule No. 35, CONTRACTED MARKETER TRANSPORTATION, Sheet 7	Revised 27074-G
Revised 36327-G	Rule No. 36, INTERSTATE CAPACITY BROKERING, Sheet 5	Revised 32744-G
Revised 36328-G	SAMPLE FORMS - CONTRACTS, Master Services Contract, Schedule C, Electronic Bulletin Board (EBB) Agreement Form 6597-3 (Revised	Revised 30119-G



ATTACHMENT B  
Advice No. 3235

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
	2/03), Sheet 1	
Revised 36329-G Revised 36330-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 36304-G Revised 36308-G
Revised 36331-G Revised 36332-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 36017-G Revised 33305-G
Revised 36333-G Revised 36334-G	TABLE OF CONTENTS TABLE OF CONTENTS	Revised 35713-G Revised 36254-G
Revised 36335-G	TABLE OF CONTENTS	Revised 36309-G

Schedule No. G-CP  
CORE PROCUREMENT SERVICE

Sheet 2

(Continued)

RATES (Continued)

G-CPR

This charge is for residential service as defined above. Pursuant to D.96-08-037, SoCalGas was authorized to change the residential gas procurement charge monthly concurrent with its implementation of the 1996 BCAP Decision (D.97-04-082).

The monthly residential gas procurement charge is comprised of: (1) the weighted average cost of gas (WACOG) for the current month, derived in the manner set forth in D.98-07-068; (2) authorized franchise fees and uncollectible expenses; (3) authorized core brokerage fee; (4) any adjustments for over- or under- collection imbalance in the Core Purchased Gas Account (CPGA) imbalance band as defined and approved in D.98-07-068; and (5) an adjustment for the Gas Cost Incentive Mechanism (GCIM) reward/penalty pursuant to D.02-06-023. The CPGA component is an adder in the case of an under-collection and a subtractor in the case of an over-collection.

Cost of Gas, per therm .....	63.664¢
Brokerage Fee, per therm .....	<u>0.201¢</u>
Total Core Procurement Charge, per therm .....	63.865¢

The current procurement charge will be posted on the Utility's Electronic Bulletin Board (EBB), as defined in Rule No. 1, and Internet web site at <http://www.socalgas.com/regulatory>.

The Utility will reflect all applicable taxes, fees, and surcharges and/or credits imposed as a result of providing service hereunder.

The number of therms to be billed will be determined in accordance with Rule No. 2.

SPECIAL CONDITIONS

1. Definitions of the principal terms used in this rate schedule and the Utility's other tariffs are provided in Rule No. 1.
2. Service provided hereunder is subject to the terms and conditions of the Utility's tariff schedules on file with the Commission. Charges for transmission service will be in accordance with the Utility's core transportation rate schedules. The terms and conditions in the customer's otherwise-applicable core procurement schedule apply.

(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 3235  
 DECISION NO.

ISSUED BY  
**Lee Schavrien**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Feb 7, 2003  
 EFFECTIVE Mar 30, 2003  
 RESOLUTION NO. \_\_\_\_\_

Schedule No. G-IMB  
TRANSPORTATION IMBALANCE SERVICE

Sheet 1

DESCRIPTION OF SERVICE

Utility will provide a Monthly Imbalance Service for individual customers, marketers and aggregators (referred to herein as "Customers") when their usage differs from their transportation deliveries to the Utility's system or their targeted sales gas quantities purchased and delivered by Utility. The Monthly Imbalance Service provided hereunder has four components: Imbalance Trading, a no-charge Balancing Service, Standby Procurement, and Buy-Back. Under the Imbalance Trading Service, customers may locate other customers with offsetting imbalances and trade these quantities to avoid imbalance charges (Standby Procurement or Buy-Back). Imbalance Trading Service shall be facilitated either through Electronic Bulletin Board (EBB), as defined in Rule No. 1, or through the Imbalance Trading Form as described in Special Conditions 2 and 4 of this Schedule and in Rule No. 33. Balancing Service will be provided without charge if the cumulative imbalance at the end of the monthly imbalance trading period is within 10 percent of the customer's usage (Tolerance Band) for the billing period. Any remaining cumulative imbalance within the tolerance band will be carried forward. Remaining imbalance quantities outside the tolerance band at the end of the imbalance trading period will be subject to a Standby Procurement Charge or Buy-Back as described under Rates.

Utility will require daily balancing during the winter operating period. From November through March, customers will be required to deliver (using a combination of flowing supply and firm storage withdrawal) at least 50% of burn over a five day period. As the Utility's total inventory in storage declines to the peak day minimum + 20 Bcf, customers will be required to deliver 70% of burn daily. As the Utility's total inventory in storage declines to the peak day minimum + 5 Bcf, customers will be required to deliver 90% of burn daily. Volumes not in compliance with the minimum delivery requirements will be purchased at the daily balancing standby rates described below. Imbalance trading and as-available withdrawal may not be used to offset the minimum delivery requirements. A complete description of the winter minimum delivery requirements is specified in Rule No. 30.

APPLICABILITY

Applicable to core and noncore transportation service to end-use customers, marketers, and aggregators.

TERRITORY

Applicable throughout the service territory.

RATES

Imbalance quantities remaining at the end of the designated imbalance trading period and which are outside of the 10% tolerance band will be billed at the Standby Procurement Charge or purchased by Utility at the Buy-Back Rate.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 3235  
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ISSUED BY  
**Lee Schavrien**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Feb 7, 2003  
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RESOLUTION NO. \_\_\_\_\_

Schedule No. G-IMB  
TRANSPORTATION IMBALANCE SERVICE

(Continued)

SPECIAL CONDITIONS (Continued)

2. Imbalances will be calculated by combining all of a customer's meters served under the same order control code, not by account or individual delivery point. The order control code is used by Utility to group those facilities identified by the customer for determining the customer's imbalances.
3. Customers may not use imbalance trading or as-available withdrawal during the period November 1-March 31 to offset minimum daily delivery requirements.
4. Customers may trade their monthly imbalances with other customers. Customer's cumulative imbalances will be stated on the customer's monthly bill. The customer's bill will serve as notice of current imbalances. Beginning at 7:00 a.m., Pacific Clock Time (PCT), on the 25th calendar day in the month of notification, customers may enter EBB to trade imbalances with other customers. Customers within the tolerance band may trade any quantities so long as the 10% tolerance band is not exceeded. Customers outside the tolerance band may trade quantities up to a maximum of their excess imbalance (quantities outside of tolerance) plus the 10% tolerance band. Utility will notify participants through EBB or other notice once the trade is validated. The trading period will end at 11:59 p.m. PCT on the 30th calendar day of the same month. During the month of February, the trading period begins at 7:00 a.m. PCT on the 23rd of the month and ends at 11:59 p.m. PCT on the 28th calendar day of the month.
5. Imbalance trades may be submitted through EBB or by facsimile using the Imbalance Trading Agreement Form (Form No. 6544) and must be received by the Utility by the close of the trading period.

To submit an imbalance trade by facsimile, both parties must complete and send by facsimile a copy of the Imbalance Trading Agreement Form to the Utility. The Utility will then confirm the trade and adjust the participants' imbalance accounts. A processing charge of \$13.73 will be charged by the Utility for each imbalance trade submitted by facsimile using the Imbalance Trading Agreement Form. No processing charge will apply to an EBB subscriber for imbalance trades submitted by facsimile at a time the EBB system is unavailable for use by the subscriber.

6. Customers may use their storage account(s) to offset their imbalances or to trade with other customers under the conditions set forth in their applicable storage service rate schedule for unbundled storage service, or in Rule No. 32 for Aggregators.

A storage customer may trade positive imbalances, i.e., overdeliveries, into its storage account only if its storage inventory capacity is available during the month that the imbalance occurred and at the time the imbalance trade takes place. Similarly, a storage customer may trade negative imbalances, i.e., underdeliveries, using its storage account only if there is sufficient gas in storage in the account during the month that the imbalance occurred and at the time the imbalance trade takes place.

(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 3235  
 DECISION NO.

ISSUED BY  
**Lee Schavrien**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
 DATE FILED Feb 7, 2003  
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 RESOLUTION NO. \_\_\_\_\_

Schedule No. G-AUC  
AUCTION STORAGE SERVICE

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

As-Available Priority Queue (Continued)

20. The Utility shall post the priority queue for as-available injection and withdrawal service on its Electronic Bulletin Board (EBB), as defined in Rule No. 1, system. The order of such auction service customers shall be indicated by an identifier code with the applicable storage capacity rate, in decatherms per day, shown for each such code. The corresponding customer name and reservation bid price for each code shall not be indicated.
21. Prior to the start of each month, the Utility shall notify all auction storage customers of the amount of as-available injection or withdrawal capacity expected to be made available beginning on the first day of the month. Such notice shall be made at least nine (9) business days prior to the start of the month. Auction storage customers must provide the Utility with their nominations for as-available injections or withdrawals concurrently with their nominations for transportation service. The Utility shall accept such storage nominations in the order of the as-available priority queue up to the amount of capacity expected to be available. If necessary, customer storage nominations for the last queue position accepted shall be prorated.
22. At any time during the month, the Utility may reduce or eliminate the amount of injection or withdrawal capacity made available under this schedule. In such an event, the Utility shall reduce customer storage nominations accepted for such capacity in reverse order of the applicable as-available priority queue.
23. Customers may revise their storage nominations for as-available service upon two days notice subject to service availability and their position on the priority queue. In the event new or revised storage nominations reduce the availability of injection or withdrawal storage capacity to other auction service customers, the Utility shall adjust the storage nominations of such affected customers downward and provide notice thereof accordingly.
24. In the event additional injection or withdrawal capacity becomes available during the month for service under this schedule, the Utility shall provide notice of such additional service availability to those auction storage customers whose most recent storage nominations were not accepted in full.

Advance Reservation Charges

25. Customers, other than end-use customers of the Utility, awarded service under this schedule shall be required to pay one-quarter (25%) of their total annual reservation charge in the first month of the storage year. The balance of the total annual reservation charge shall be billed in equal monthly installments over the remaining storage year.

(Continued)

(TO BE INSERTED BY UTILITY)  
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ISSUED BY  
**Lee Schavrien**  
Vice President  
Regulatory Affairs

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RESOLUTION NO. \_\_\_\_\_

Schedule No. G-TBS

Sheet 6

TRANSACTION BASED STORAGE SERVICE

(Experimental)

(Continued)

SPECIAL CONDITIONS (Continued)

Storage Inventory Transfers

20. Storage customers may mutually request to transfer gas in inventory from one customer's storage account to another. Such requests must be made by both parties to the inventory transfer and are limited to the inventory quantity available for transfer and the available inventory capacity of the receiving customer at the time the transfer is completed by the Utility. All transfers may be accepted or rejected, in whole or in part, by the Utility and shall not be deemed accepted until such time as the Utility notifies both customers of the completion of the transfer.

As-Available Injection and Withdrawal Service

21. Customers served under this schedule may utilize the Utility's as-available injection and withdrawal service to the extent permitted under their G-TBS contract.
22. For as-available injection and withdrawal service provided under this schedule and Schedule No. G-AUC, the Utility shall maintain a queue for each service establishing the order of priority for all such customers. The priority queue shall list all as-available service customers in order of their reservation charge, from highest to lowest, for the particular type of as-available service.
23. The Utility shall post the priority queue for as-available injection and withdrawal service on its Electronic Bulletin Board (EBB) as defined in Rule No. 1. The order of such auction service customers shall be indicated by an identifier code with the applicable storage capacity rate, in decatherms per day, shown for each such code. The corresponding customer name and reservation bid price for each code shall not be indicated.
24. Prior to the start of each month, the Utility shall notify all auction storage customers of the amount of as-available injection or withdrawal capacity expected to be made available beginning on the first day of the month. Such notice shall be made at least nine (9) business days prior to the start of the month. Auction storage customers must provide the Utility with their nominations for as-available injections or withdrawals concurrently with their nominations for transportation service. The Utility shall accept such storage nominations in the order of the as-available priority queue up to the amount of capacity expected to be available. If necessary, customer storage nominations for the last queue position accepted shall be prorated.
25. At any time during the month, the Utility may reduce or eliminate the amount of injection or withdrawal capacity made available under this schedule. In such an event, the Utility shall reduce customer storage nominations accepted for such capacity in reverse order of the applicable as-available priority queue.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 3235  
DECISION NO.

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**Lee Schavrien**  
Vice President  
Regulatory Affairs

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Schedule No. GT-SD  
INTRASTATE TRANSMISSION SERVICE

Sheet 4

(Continued)

SPECIAL CONDITIONS (Continued)

12. If at the end of a contract year, Customer's partial requirements firm intrastate transmission usage is less than 75% of the Customer's firm intrastate transmission contract quantity, Customer will pay use-or-pay charges equal to 80% of the average transmission charge for the last billing month of the contract year times the difference between the Customer's actual usage and the 75% threshold.
13. Use-or-pay charges applicable to partial requirements firm intrastate transmission service shall only be forgiven to the extent Customer's reduced consumption is specifically due to intrastate curtailment or a Force Majeure event on either the interstate or intrastate systems.
14. Customer may elect interruptible intrastate transmission service for all or part of its requirements. The minimum contract term for such service shall be one month.
15. By mutual agreement, the Utility and non-affiliated customers, may negotiate interruptible intrastate transmission charges for a term of service of less than five years without CPUC approval. Any such negotiated transmission charges shall be set forth in the customer's service contract. All such service contracts must be submitted by letter to the CPUC and made available for public inspection. No other charges under this schedule shall be negotiable unless CPUC approval is first obtained.
16. All contracts for a term of service of five years or longer ("long-term") meeting the guidelines set forth in Decision No. 92-11-052 must be filed for prior CPUC approval under the CPUC's Expedited Application Docket (EAD) procedure adopted in Decision No. 92-11-052. All other long-term contracts must be filed by advice letter for prior CPUC approval.
17. Any affiliate of SoCalGas (including SDG&E) or of SDG&E shipping gas on the system of SoCalGas, SDG&E, or both for use in electric generation shall use Electronic Bulletin Board (EBB), as defined in Rule No. 1, to nominate and schedule such volumes separately from any other volumes that it ships on either system. Such gas will be transported under rates and terms (including rate design) no more favorable than the rates and terms available to similarly-situated non-affiliated shippers for the transportation of gas used in electric generation.
18. SoCalGas shall seek prior Commission approval of any transportation rate discount offered to any affiliated shipper on the SoCalGas system using existing procedures established by the Commission for review of discounted transportation contracts.
19. Customers who receive gas transportation service from an alternate service provider may be subject to the provisions of Schedule No. GT-PS, Peaking Service.
20. Transportation quantities nominated for delivery into the utility system that are not confirmed by SDG&E for receipt into the SDG&E system will not be confirmed for delivery into the utility system.

(TO BE INSERTED BY UTILITY)

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Rule No. 01  
DEFINITIONS

Sheet 5

(Continued)

Electronic Bulletin Board (EBB): Southern California Gas' Internet based electronic gas transactions and information management computer system. Current trademarked name is SoCalGas' Envoy.

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Electronic Data Interchange (EDI): The sending and receiving of data and/or funds in a structured electronic format, commonly involving information technology and telecommunications technology.

Energy Service Provider (ESP): Individuals, companies or consortiums that arrange for natural gas procurement related activities (procurement, interstate transportation and balancing) on behalf of core customers. See Rule No. 32.

Enhanced Oil Recovery (EOR): Operation which includes the use of natural gas to pressure, cycle, or inject a substance into a well for the purpose of increasing oil production from that well, specifically including natural gas used for cogeneration to promote these operations.

Enterprise: Business corporation, partnership, or sole ownership established for the purpose of engaging in a single business or commerce.

Equivalent Margin: Margin embedded in the Commission's rate design. Margin is the amount of revenue the Commission allows a utility to recover over a one-year period without consideration of fuel costs, Gas Exploration and Development Adjustments and Conservation Cost Adjustments.

Exchange Gas: Natural gas which is produced by a customer and redelivered under a natural gas exchange agreement by Utility to that same customer at a different location.

Facility: Individual meter with the exception of meters combined for the Utility's operating convenience in accordance with Rule No. 17. Customers who have had more than one meter installed for their own convenience at their own request shall be treated as a separate facility with respect to each meter.

Feedstock Usage: Natural gas used as raw material for its chemical properties in creating an end product.

Force Majeure: Unanticipated events or conditions beyond the reasonable control of the party claiming Force Majeure which could not have been prevented by the exercise of due diligence. Force Majeure as it applies to the Tariff Rate Schedules specifically does not include required maintenance of customer's facilities, plant closures, economic conditions or variations in agricultural crop production.

Franchise Fees: Financial obligation collected from the customers by the Utility and remitted in whole to a city or a county government for the Utility's nonexclusive right to install and maintain equipment on that government's highway and street property, or public rights of way.

(Continued)

(TO BE INSERTED BY UTILITY)  
 ADVICE LETTER NO. 3235  
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Rule No. 30

Sheet 2

TRANSPORTATION OF CUSTOMER-OWNED GAS

(Continued)

B. Quantities (Continued)

2. The gas to be transported hereunder shall be delivered and redelivered as nearly as practicable at uniform hourly and daily rates of flow. Utility may refuse to accept fluctuations in excess of ten percent (10%) of the previous day's deliveries, from day to day, if in the Utility's opinion receipt of such gas would jeopardize other operations. Customers may make arrangements acceptable to the Utility to waive this requirement.
3. The Utility does not undertake to redeliver to the customer any of the identical gas accepted by the Utility for transportation, and all redelivery of gas to the customer will be accomplished by substitution on a therm-for-therm basis.
4. Transportation customers, contracted marketers, and aggregators will be provided monthly balancing services in accordance with the provisions of Schedule No. G-IMB.
5. Gas shall be transported hereunder for use only by the customer within the state of California, and not for delivery or resale to a third party unless authorized by the Commission.

C. Electronic Bulletin Board

1. SoCalGas prefers and encourages customers to use Electronic Bulletin Board (EBB) as defined in Rule No. 1 to submit their transportation nominations to the Utility. Imbalance trades are to be submitted through EBB or by means of the Imbalance Trading Agreement Form (Form 6544). Charges for EBB are set forth in Rule No. 33 and are based upon the level of actual usage. Use of EBB is not mandatory for transportation only customers.

D. Operational Requirements

1. The customer must provide to the Utility the name(s) of its shipper(s) as well as any brokers or agents ("agent") used by the customer for delivery of gas to the Utility for transportation service hereunder and their authority to represent customer.
2. Transportation nominations may be submitted manually or through EBB. For each transportation nomination submitted manually, (by means other than EBB such as facsimile transmittal), a processing charge of \$11.87 shall be assessed. No processing charge will apply to an EBB subscriber for nominations submitted by fax at a time the EBB system is unavailable for use by the subscriber.

(Continued)

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TRANSPORTATION OF CUSTOMER-OWNED GAS

(Continued)

D. Operational Requirements (Continued)

3. Transportation nominations submitted via EBB for the Timely Nomination cycle must be received by the Utility by 9:30 a.m. Pacific Clock Time one day prior to the flow date. Nominations submitted via fax must be received by the Utility by 8:30 a.m. Pacific Clock Time one day prior to the flow date. Nominations received after the nomination deadline will be processed after the nominations received before the nomination deadline. All nominations are considered original nominations and should be replaced to be changed.

Nominations submitted via EBB for the Evening Nomination cycle must be received by the Utility by 4:00 p.m. Pacific Clock Time one day prior to the flow date. Nominations submitted via fax must be received by the Utility by 3:00 p.m. Pacific Clock Time one day prior to the flow date.

Nominations submitted via EBB for the Intraday 1 Nomination cycle must be received by the Utility by 8:00 a.m. Pacific Clock Time on the flow date. Nominations submitted via fax must be received by the Utility by 7:00 a.m. Pacific Clock Time on the flow date.

Nominations submitted via EBB for the Intraday 2 Nomination cycle must be received by the Utility by 3:00 p.m. Pacific Clock Time on the flow date. Nominations submitted via fax must be received by the Utility by 2:00 p.m. Pacific Clock Time on the flow date.

Evening and Intraday nominations may be used to request an increase or decrease to scheduled volumes or a change to receipt or delivery points.

4. Where gas is transported by a shipper or agent to more than one customer of the Utility and the transporting pipeline's allocation to the shipper or agent is less than the shipper's or agent's requested quantity, such shipper or agent must allocate among its customers the total quantity of gas delivered each day to the Utility by the shipper or agent.

An allocation ranking must be submitted to the Utility no later than 3:00 p.m. Pacific Clock Time on the date of flow. An allocation ranking should be received for each flow date from each shipper. Agent rankings should be submitted along with the nominations.

If no allocation ranking is made by such shipper or agent by the due date and time, the Utility will use a pro rata allocation in allocating delivered quantities among the shipper's or agent's customers and the Utility's allocation of these quantities will prevail. The total quantity allocated among the customers of a shipper or agent during a month shall be adjusted by the Utility if necessary to match the actual monthly delivery to the Utility for the shipper or agent as reported by the transporting pipeline.

(Continued)

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TRANSPORTATION OF CUSTOMER-OWNED GAS

(Continued)

F. Nominations in Excess of System Capacity (Continued)

2. If the Utility determines that transportation nominations received for a specific flow date will result in a period of excess nominations, the Utility shall effectuate at such time a reduction of Hub services that would contribute to the overnomination event and as-available storage injection nominations made for service under Schedule No. G-AUC. Such reductions shall be made in the order of the as-available service queue.
3. If such reductions in nominations are inadequate in resolving the excess transportation nominations problem, Utility shall notify all applicable customers that an excess nominations period shall be instituted. The Utility shall provide such notice via its EBB system.
4. The excess nominations period shall begin on the flow date(s) indicated by the Utility. Nominations for customers without automated meter reading devices will be reduced to the maximum daily quantity specified for the customer. Customers shall be allowed to reduce their nominations in response to the Utility's notification. Such nominations reductions must be received by the Utility within two (2) business hours from the Utility's notification. If such voluntary reductions are adequate to bring the system into balance, the overnomination flow date will be anceled. Nomination reductions received after this deadline shall be considered received for the next day's nominations.
5. In the event customers fail to adequately reduce their transportation nominations, the Utility shall reduce the nominations of those customers that the Utility believes are causing the excess nominations problem. In making such nominations reductions, the Utility shall utilize the most recent and best available operating data at its disposal.
6. In cases where the Utility reduces a customer's nomination under the above procedure and, as a result of such reduction, the customer uses Standby Procurement service under Schedule No. G-IMB in excess of the 10% tolerance band, the customer shall be allowed to additionally carry over the lesser of (1) the negative imbalance for the month in excess of the tolerance band, or (2) the amount of the customer's total involuntary nominations reductions for the month. Such additional carryover shall be applied to the customer's imbalance account at the conclusion of the imbalance trading period for the month in which the involuntary reduction occurred.
7. In accordance with the provisions of Schedule No. G-IMB, Buy-Back service shall be applied separately to each excess nominations day. Customer meters subject to maximum daily quantity limitations will use the maximum daily quantity as a proxy for daily usage. For each such day, the Utility shall apply the applicable Buy-Back rate to all of the customer's deliveries, less any firm storage injections made on behalf of the customer, for the designated flow date that are in excess of 110% of the customer's actual usage.

(Continued)

(TO BE INSERTED BY UTILITY)

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**Lee Schavrien**

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TRANSPORTATION OF CUSTOMER-OWNED GAS

(Continued)

G. Winter Deliveries (Continued)

3. When total inventories decline to the "peak day minimum + 5 Bcf trigger," the minimum daily delivery requirement increases to 90%. Customers are required to be balanced (flowing supply plus firm storage withdrawal) at a minimum of 90% of burn on a daily basis. Similar to the 70% regime the 5 day period no longer applies. The daily balancing standby rate is charged daily and is 150% of the highest Southern California Border price per NGI's *Daily Gas Price Index* for the day (including authorized F&U and brokerage fees). In this regime there are no as-available storage withdrawals. All Hub activity contributing to the underdelivery situation (i.e., Hub deliveries greater than Hub receipts) is suspended.
4. Information regarding the established peak day minimums, daily balancing trigger levels and total storage inventory levels will be made available to customers on a daily basis via EBB and other customer notification media.
5. If a wholesale customer so requests, the Utility will nominate firm storage withdrawal volumes on behalf of the customer to match 100% of actual usage assuming the customer has sufficient firm storage withdrawal and inventory rights to match the customer's supply and demand.
6. The Utility will accept intra-day nominations to increase deliveries.
7. In all cases, current BCAP rules for monthly balancing and monthly imbalance trading continue to apply. Volumes not in compliance with the 50%, 70% and 90% minimum delivery requirements, purchased at the daily balancing standby rate, are credited toward the monthly 90% delivery requirements. Daily balancing charges remain independent of monthly balancing charges. Daily balancing and monthly balancing charges go to the Purchased Gas Account (PGA). Schedule No. G-IMB provides details on monthly and daily balancing charges.

H. Accounting and Billing

1. The customer and the Utility acknowledge that on any operating day during the customer's applicable term of transportation service, the Utility may be redelivering quantities of gas to the customer pursuant to other present or future service arrangements. In such an event, the Utility and customer agree that the total quantities of gas shall be accounted for in accordance with the provisions of Rule No. 23. If there is no conflict with Rule No. 23, the quantities of gas shall be accounted for in the following order:

(Continued)

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Rule No. 33  
Electronic Bulletin Board (EBB)

Sheet 1

A. GENERAL

Utility will provide end-use customers, authorized marketers, and aggregators (hereinafter "User") access to its electronic transaction information and communication system known as Electronic Bulletin Board (EBB), as defined in Rule No. 1, contingent upon User meeting all conditions of Utility for authorization to use the EBB system. The general terms and conditions applicable to the provision and use of EBB are set forth herein. Utility may terminate all or any part of the EBB program at any time, but will provide as much prior notice of any such termination as reasonably possible. Use of EBB is not mandatory.

B. EBB APPLICATIONS

Utility has implemented EBB to facilitate certain Utility-to-User and User-to-User interactions through the use of an electronic medium. EBB is intended to be accessible for the following applications or functions:

1. nominating with Utility for transportation or storage capacity on utility's intrastate system, including the ability for User to verify receipt and allocation by Utility of such nominations;
2. obtaining gas usage information by account or group of accounts for User with electronic gas measurement;
3. providing a mechanism for submitting transportation imbalance and storage trade requests to Utility for validation;
4. posting imbalance quantities for trade during imbalance trading periods and approving all trades;
5. obtaining information regarding such things as Utility tariff rate changes, curtailments, regulatory notices and other general information items; and,
6. acting as an electronic mail system between User and Utility.

C. USER HARDWARE REQUIREMENTS

To access and use the EBB system, authorized User must have access to the Internet. EBB technical requirements are posted on the EBB website.

(Continued)

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**Lee Schavrien**  
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Rule No. 33  
Electronic Bulletin Board (EBB)

Sheet 2

(Continued)

D. SOFTWARE PROGRAMS AND DOCUMENTATION

1. Once User has satisfactorily met all of Utility's requirements for authorization to access EBB, including the execution of an EBB Contract ("Contract") and all necessary attachments thereto, Utility will provide such authorized User access and use of all software programs Utility deems necessary for use of EBB. All software programs provided to authorized User under the Contract are collectively referred to herein as the Software Programs.
2. Utility shall also provide authorized User associated documentation and materials for use with Software Programs. All such information is referred to herein as the Software Documentation. Authorized User shall not in any way copy, reproduce, modify or distribute all or any part of the Software Documentation.
3. Utility will provide authorized User identified back-up copies of Software Programs only if such back-up is required. No unauthorized copies of Software Programs may be made by authorized User.
4. Title in and to all Software Programs and Documentation is not transferred to authorized User.
5. Authorized User shall not modify Software Programs in any manner, nor shall authorized User reverse assemble or reverse compile, translate or convert Software Programs, or any portion thereof, to human readable form; or transfer, assign, or otherwise distribute copies of Software Programs without the express written consent of Utility.
6. Authorized User shall not in any way infringe the proprietary rights of Utility or any other party with said rights or in any way violate the laws, tariffs or regulations of any country. Authorized User's use of EBB system and all Software Programs and Documentation provided therewith is at all times subject to all applicable legal, regulatory, and tariff restrictions, including copyright restrictions, and User shall use EBB in accordance with all said restrictions.
7. Utility will from time-to-time provide authorized User all necessary and applicable modifications or revisions to the Software Documentation and Software Programs. Authorized User shall promptly incorporate any such revisions or modifications and replace any copies of the Software Programs with any modified or new versions provided by Utility and do so in the manner requested by Utility.

(Continued)

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Rule No. 33  
Electronic Bulletin Board (EBB)

Sheet 3

(Continued)

E. AUTHORIZED INDIVIDUAL USERS

Authorized User shall allow only its specifically authorized employees and/or agents access to and use of EBB and all Software Programs and Software Documentation. Authorized User shall identify each and every such individual to Utility prior to their use of EBB.

Authorization is limited strictly to such individuals until such time as User requests otherwise. In the event such individual's authorization to use system is terminated for whatever reason, including but not limited to a change in employment and/or the necessity to change authorization to another person or persons, authorized User must provide Utility immediate notice thereof and must request any new authorizations required as a consequence.

F. UTILITY REPRESENTATION

1. Utility's provision of access to EBB and any and all use thereof is strictly on an informational basis only.
2. Utility does not warrant that Software Programs will meet authorized User's requirements or that their operation will be uninterrupted or error-free.
3. Utility's provision of access to EBB and its maintenance thereof shall in no way be construed as to imply or provide any warranty, sponsorship, or approval by Utility as to the efficacy of EBB nor of any of the arrangements or relationships made by or based on the use of EBB by authorized User or any agent(s) acting on User's behalf.
4. Utility expressly disclaims any warranty, representation or opinion, whether expressed or implied, as to the legal enforceability of any relationship which authorized User may enter into associated in any way with information obtained from EBB.
5. The establishment, maintenance or termination of any commercial or legal relationship(s) between authorized User and any other party or parties ("Third Parties") based in whole or in part on information obtained from EBB are the sole responsibility of the authorized User and such Third Parties.
6. Authorized User shall indemnify, hold harmless and defend Utility, its officers, agents and employees, against any and all loss, damage, expense and/or liability arising out of or in any way connected with the performance or non-performance of EBB, however caused, except to the extent caused by active negligence or willful misconduct of Utility, its officers, agents and employees.

(Continued)

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Rule No. 33  
Electronic Bulletin Board (EBB)

Sheet 4

(Continued)

G. CHARGES

1. Pursuant to Conclusion of Law No. 53 of D. 93-12-043, EBB users shall pay a fee to recover the Utility's costs. The following monthly charges shall apply to users of EBB based on their actual EBB usage.

2. Monthly Base Fee

The monthly base fee recovers fixed monthly costs incurred by the Utility for the administration of EBB, including labor and computer network fees.

a. End-use customers - \$47 per month.

b. Contracted Marketers/Agents/Core Aggregation Transportation Aggregators/Third Parties - \$415 per month.

3. Monthly Usage Fee

Users will be assessed monthly usage fees based on their actual usage, determined by the actual connect time to the EBB system. Users will be assessed a charge of \$0.45 for each minute.

4. Failure to remit the appropriate charges to the Utility will result in suspension of access rights to EBB.

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Regulatory Affairs

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CONTRACTED MARKETER TRANSPORTATION

(Continued)

C. Contract Requirements

After credit has been established, the Contractor must sign a two-year MSC and MSC Schedule B, Marketer/Core Aggregator/Use or Pay Aggregator Agreement (Form Nos. 6597 and 6597-2) with the Utility. Attached to the contract, as Exhibit B, shall be an authorization form indicating each of the customers being represented by the Contractor. Customers participating in the Program shall designate only one Contractor at a time for all the Customer's transportation accounts. Customers and Contractors are to submit separate authorizations.

D. Contracted Marketer Responsibilities

1. Nomination Procedures

The Contractor's contract with the Utility shall establish their right to nominate daily transportation deliveries to the Utility. Such nominations shall be in accordance with Rule No. 30 for interruptible transportation nominations, and must be made through the Utility's electronic communication network as defined in Rule No. 33, Electronic Bulletin Board (EBB), as defined in Rule No. 1.

The Contractor shall be responsible for nominating by using the individual alpha-numeric codes of their customers and indicating to the Utility its numeric code and whether it is acting as a Contractor. A role indicator field is provided in EBB.

2. Imbalance Service

The Contractor is responsible for balancing transportation services with the customer's end-use consumption. The Contractor is responsible for managing the imbalances of the end-users through means which include participation in the Utility's Imbalance Trading Program pursuant to the provisions of Schedule No. G-IMB.

Imbalances will be calculated on an aggregated customer basis, not by individual account or delivery point. Imbalances will be determined by comparing the amount of gas delivered to the Utility and the amount of gas actually consumed by the customers. The Contractor shall be responsible for all imbalance charges, including any Utility Users Tax. The Contractor can pool the positive and negative imbalances of its customers in order to avoid or minimize imbalance charges.

The Contractor will assume responsibility for any pre-existing imbalance that a customer, new to that Contractor, possesses that is within the 10% imbalance tolerance band as specified in Schedule No. G-IMB. Additionally, when a customer leaves a Contractor, the customer's imbalance remains the responsibility of the Contractor.

(Continued)

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Rule No. 35

Sheet 7

CONTRACTED MARKETER TRANSPORTATION

(Continued)

F. Termination of Service

If a payment is not received within seven days of the issuance of a past due notice, the Contractor's participation in the program will be subject to termination. In addition, if the Utility receives any notification that the Contractor has filed or will be filing any type of bankruptcy, or is closing its business, the Contractor's participation will be terminated immediately and all of the Contractor's rights to conduct business with Utility thereunder shall be terminated.

Upon termination of a Contractor's participation:

1. Termination notices will be sent to the Contractor and to each of its current contracted customers;
2. Any gas in storage and gas that has been delivered into the Utility's system on behalf of the Contractor's customers will be used to off-set any immediate imbalances. This gas cannot be subject to encumbrances of any kind, including, but not limited to, liens, trades, or sales to other customers;
3. The Contractor will lose its right to a 10% tolerance for transportation imbalances and will be required to trade toward a zero imbalance;
4. All fees, charges and other obligations of Contractor to Utility shall be immediately due and payable without further notice of demand; and,
5. The Contractor will be suspended from the Utility's electronic communication network as defined in Rule No. 33, EBB.

At the time of termination, if the Contractor has not paid Utility billings, any deposit held on the Contractor's accounts shall be applied to recoup unpaid bills.

If a security deposit has not been provided or does not adequately cover the charges owed by the Contractor, the customers represented by the Contractor will be liable for any and all outstanding charges. Any outstanding purchase gas costs, transportation imbalance charges, curtailment penalties, over nomination penalties or adjustment transactions will be allocated on a prorata basis to the Contractor's customers based on each customer's current month's usage.

After termination, a Contractor will not be allowed to participate in the Contracted Marketer Program again until the Contractor has reimbursed the Utility for all outstanding charges and all operating, maintenance, legal, and uncollectible expenses incurred by the Utility as a result of the Contractor's participation in the program being terminated.

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Rule No. 36

Sheet 5

INTERSTATE CAPACITY BROKERING

(Continued)

G. Less-Than-One-Month Capacity Assignment

1. From time-to-time, the Utility may offer to assign capacity for a term of less than one month. Such capacity shall be offered at a fixed rate, by pipeline and capacity allocation point, as designated by the Utility and shall be posted directly to the applicable interstate pipeline electronic bulletin board. The Utility shall provide notice, by way of its Electronic Bulletin Board (EBB), as defined in Rule No. 1, of any posting of a less-than-one-month capacity offer. The notice shall indicate the capacity rate, allocation point, and any other conditions of the assignment.
2. For an assignment of capacity for less than one month, interested parties must arrange to receive the capacity assignment directly with the applicable interstate pipeline. The execution of a Pre-arranged Interstate Capacity Transfer (Form No. 6598) shall not be required as a condition of such assignment.

H. Direct Posting of Interstate Capacity

1. Between open seasons, the Utility may from time-to-time make its firm interstate capacity available by directly posting such capacity on the interstate pipelines' electronic bulletin boards. Such an offering of capacity shall not require an open season for bidding and shall be conducted entirely pursuant to federal regulations. The Utility shall provide notice of such direct posting on its EBB.

I. Core Aggregation Transportation

1. Capacity shall be reserved for core aggregators at the full as-billed rate pursuant to the provisions of Rule No. 32. Core aggregators may participate in the Utility's brokering program for any capacity which is additional to their reserved amount under the provisions set forth in this rule.

J. Large Core Transportation

1. From the total interstate capacity reserved by the Utility for its core market, the Utility shall reserve capacity for assignment to large core transportation customers served under Schedule No. GT-10 and GT-NGV. Such capacity shall be reserved for such customers in an amount equal to their DCQ, as defined in Rule No. 1. The amount of the capacity reserved for eventual assignment to the customer shall never at any time exceed the DCQ.
2. Of the total capacity to be made available to large core transportation customers and core aggregators (participating in the Utility's Core Aggregation Transportation Program, as described in Rule No. 32), 70% shall be reserved on the El Paso pipeline system and 30% shall be reserved on the Transwestern pipeline system.

(Continued)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 3235  
DECISION NO.

ISSUED BY  
**Lee Schavrien**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Feb 7, 2003  
EFFECTIVE Mar 30, 2003  
RESOLUTION NO. \_\_\_\_\_

SAMPLE FORMS - CONTRACTS  
Master Services Contract, Schedule C  
Electronic Bulletin Board (EBB) Agreement Form 6597-3 (Revised 2/03)

Sheet 1

T  
T

(See Attached Form)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 3235  
DECISION NO.

ISSUED BY  
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Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
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**MASTER SERVICES CONTRACT**  
**SCHEDULE C**  
**Electronic Bulletin Board(EBB) Agreement**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Southern California Gas Company ("Utility") and \_\_\_\_\_ ("Customer"), and is attached to and incorporated by reference to the Master Services Contract ("MSC") executed by the parties.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

**Section 1 - Scope**

This Agreement sets forth the terms and conditions under which Utility will make available non-exclusive on-line real time gas services and information, under its new proprietary "EBB" system. EBB now or in the future will have the capability of facilitating electronic bidding, trading and contracting for gas transactions, and information sharing, in connection with SoCalGas' gas pipeline systems or related services offered by SoCalGas or by third parties. EBB also provides parties the ability to access and take actions utilizing a form of electronic data interchange ("EDI"). At all times during the term hereof, Utility reserves the right to alter EBB access, and any software and/or documentation or other materials used in connection with EBB. Utility has made no analysis of what, if any, benefits could accrue to Customer by utilizing EBB, and Utility does not represent that EBB will be operated (a) to meet Customer's needs, (b) without interruption, or (c) so as to provide information which is free from error.

**Section 2 - Access/Services**

Customer has requested that Utility provide a Logon ID and a non-exclusive, non-transferable, personal right and license to utilize the computer software necessary to access EBB, and any documentation or other materials related thereto, which is subject to change from time to time (collectively "Licensed Materials"). Attached hereto as Exhibit A (and incorporated by reference herein) is an executed copy of Customer's Logon ID Request. The services offered by Utility in connection with EBB will be as specified on EBB, in the Licensed Materials or in Utility's Tariff Rate Schedules and Tariff Rules, as each may be in effect from time to time. Customer shall be solely responsible for the security of its Logon ID by its employees, agents or third parties. Customer may request a new Logon ID whenever it believes such security may be affected, e.g., by personnel leaving Customer's employment.

Section 3 - Term

This Agreement shall become effective on the date that Customer is issued a Logon ID Number ("Effective Date"), and continue thereafter from the Effective Date to the first day of the next following calendar month, and from calendar month to calendar month thereafter until terminated by not less than ten (10) days prior written notice from one party to the other, sent at least ten (10) days prior to the end of any calendar month; provided, however, Utility may terminate this Agreement at any time that Customer fails to comply with the provisions of Section 4 hereof. No termination shall relieve either party from discharging obligations arising prior to termination, including without limitation obligations to pay monies due, and to adjust prior billings and/or payments to reflect actual transactions.

Section 4 - Licensed Materials

Utility shall retain the exclusive title and right to all Licensed Materials. The Licensed Materials reflect the efforts of Utility involving the investment of considerable time and money, and Customer shall employ reasonable security precautions to maintain the confidentiality of the Licensed Materials, including limiting access thereto by only those employees reasonably necessary to utilize EBB in connection with this Agreement. Any software "back up" copies shall be utilized only in the event "back up" is required. Customer shall not duplicate, reproduce, copy, reverse-engineer, reverse compile, modify, transfer, disseminate, translate, merge, convert or otherwise manipulate, or make available to any other party, all or any portion of the Licensed Materials. All Licensed Materials (including "back up" copies) shall be returned by Customer to Utility within ten (10) days following termination of this Agreement or upon Utility providing replacement Licensed Materials, unless Customer shall provide written notice to Utility within the same time period that the applicable Licensed Materials have been destroyed.

Section 5 - LIMITED WARRANTY - DISCLAIMER

- (a) LIMITED WARRANTY - Utility provides the limited warranty that it has the exclusive right to provide Customer the right to utilize EBB and the Licensed Materials as set forth herein; EXCEPT AS SET FORTH IMMEDIATELY ABOVE, UTILITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING EBB OR ANY SERVICE PROVIDED BY UTILITY IN CONNECTION THEREWITH. SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF EBB FOR CUSTOMER OR ANY THIRD PARTIES DEALING WITH CUSTOMER (INCLUDING WITHOUT LIMITATION ANY LICENSED MATERIALS PROVIDED IN CONNECTION THEREWITH OR THE CAPABILITY OF CUSTOMER'S EQUIPMENT TO UTILIZE THE LICENSED MATERIALS), AND NO IMPLIED WARRANTY

SHALL BE DEEMED TO APPLY AT ANY TIME AS A RESULT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

- (b) No Third Party Rights - This Agreement is intended to establish rights and obligations between the Utility and Customer, and shall not be deemed to establish any rights for or obligations to any third party.
- (c) Disclaimer - Customer shall be solely responsible for the selection of services, particular transactions and products to achieve Customer's intended results. Utility disclaims any warranty, representation, or opinion, either express or implied, as to the advisability or enforceability of any arrangement or relationship Customer may enter into with any third party based on EBB. Utility also disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection herewith (but any separate contract entered into by Utility and Customer through EBB shall be governed by the terms thereof), including without limitation the operation of EBB and Customer utilization of the Licensed Materials provided in connection therewith, or any error or malfunction related thereto.

#### Section 6 - EBB Operations

- (a) EDI Communications - The procedures, protocols and other requirements for making EDI transmissions in connection with EBB are set forth on EBB from time to time, or in the Licensed Materials.
- (b) Statute of Frauds/Best Evidence - Each party hereby waives as a defense to the enforceability of any contract formed by EDI transmissions utilizing EBB that the EDI transmissions were not written, signed or executed by any necessary party. However, additional terms or conditions proposed by Customer in any EDI transmission involving Utility's services shall be deemed rejected unless accepted by Utility in writing.
- (c) Authority - Each party shall be entitled to assume that any EDI transmission received is correct, accurate and sent with full authority of the transmitting party when the appropriate Logon ID is utilized.
- (d) Records - In the event of a dispute, SoCalGas' electronic records (or a "hard copy" downloaded there from) are conclusive evidence of any transaction or data applicable thereto.
- (e) Garbled Transmissions - If any EDI transmission is received in an unintelligible, electronically unreadable, or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received EDI

transmission) in a reasonable manner. In the absence of such notice, the originating party's record of the contents of such EDI transmission shall control.

(f) Proper Receipt -

(i) No document shall be deemed to be received by EDI or give rise to any obligation until accessible to the receiving party at such party's designated receipt computer, as designated from time to time by each party to the other party by seven (7) days prior written notice.

(ii) If any acceptance of a document which has been properly received by EDI is required, no obligation shall arise until the party transmitting the document requiring acceptance has properly received in return such acceptance via EDI.

Section 7 - Notices

For purposes of notice, materials, the following addresses shall be utilized:

CUSTOMER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

UTILITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

All notices and transmittals shall be sent by prepaid U.S. certified mail or courier service. The addresses and contacts listed above may be changed at any time on seven (7) days prior written notice.

Section 8 - Legal Responsibilities

(a) Control - Customer shall utilize all reasonable efforts to control and prevent misuse of Utility's proprietary Licensed Materials. Utility shall be solely responsible for the operation of EBB.

(b) Indemnity - Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising in connection with its utilization of EBB or the Licensed Materials; provided, however, Utility shall be



responsible and indemnify and hold harmless Customer from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys fees) related to Utility's ownership of EBB and the Licensed Materials, and Utility's right to enter into this Agreement.

Section 9 - Miscellaneous

- (a) Tariff Rate Schedules and Tariff Rules - This Agreement shall be subject to Utility's Tariff Rate Schedules and Tariff Rules, as in effect from time to time, including without limitation Utility's Tariff Rule 4. For purposes of this Agreement the term "consequential damages" referenced in Rule 4 shall include without limitation any loss of business, opportunity, goodwill, profits, ability to discharge third party obligations or other similar losses.
- (b) Governmental Jurisdiction - This Agreement shall be subject to the continuing jurisdiction of the Public Utilities Commission of the State of California and all rules, regulations, orders or decisions of any governmental entity (including a court having jurisdiction).
- (c) MSC - This Agreement is included as a Schedule to the MSC.
- (d) Entire Agreement - This Agreement sets forth the entire understanding of the parties on the subject matter discussed herein, and supersedes and replaces any prior writings, discussions, or communications, whether oral or written. This Agreement shall only be amended or modified by an instrument in writing executed by both parties. In no event shall this Agreement be amended by course of performance, course of dealing or usage of trade.
- (e) Taxes - Customer shall be solely responsible for any taxes imposed or assessed in connection with this Agreement except for taxes on Utility's income.
- (f) No Joint Venture - Nothing in this Agreement shall be deemed as establishing a joint venture, partnership, association or other joint business relationship.
- (g) Technical Support/Electronic Audit - From time to time, at its sole option, Utility may either offer new services, such as technical support, or establish packages to audit usage of EBB. Subject to Section 9(a), which reflects the automatic implementation of additional service conditions or charges, any new services provided to Customer hereunder shall be described in an Exhibit executed by both parties, which shall be attached hereto and incorporated by reference herein.

(h) Special Conditions - The following special conditions shall apply to this Agreement:

\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF the authorized representatives of Utility and Customer have executed two (2) duplicate original copies as of the date above.

"CUSTOMER"

"UTILITY"

[FULL NAME]

SOUTHERN CALIFORNIA GAS COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Southern California Gas Company**  
**EBB Subscription Form**

COMPANY NAME (COMPLETE LEGAL NAME)	
ADDRESS	CITY
STATE	ZIP CODE
PHONE NUMBER	FAX NUMBER
Email Address	
CUSTOMER'S AUTHORIZED EMPLOYEE (FULL NAME)	
SIGNATURE	DATE

**USER CLASSIFICATION**

INDICATE YOUR USER CLASSIFICATION (X)

1. NONCORE TRANSPORTATION CUSTOMER	<input type="checkbox"/>
2. CORE SUBSCRIPTION CUSTOMER	<input type="checkbox"/>
3. AGENT MARKETER	<input type="checkbox"/>
4. CORE AGGREGATOR (CAT)	<input type="checkbox"/>
5. INFORMATION ONLY USER	<input type="checkbox"/>
6. SHIPPER	<input type="checkbox"/>
7. OTHER, please specify _____	<input type="checkbox"/>

**SERVICE SELECTIONS**

INDICATE YOUR SERVICE SELECTIONS (X)

	update	view
	access	only
1. ELECTRONIC BULLETIN BOARDS	N/A	<input type="checkbox"/>
2. NOMINATIONS		<input type="checkbox"/>
3. SHIPPER RANKING		<input type="checkbox"/>
4. IMBALANCE TRADING		<input type="checkbox"/>
5. METER USAGE	N/A	<input type="checkbox"/>
6. STORAGE ADMINISTRATION	N/A	<input type="checkbox"/>

I have the software, just send me a login id.

N/A = NOT APPLICABLE

**GLAD TO BE OF SERVICE!**

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ISSUED BY

**Lee Schavrien**  
 Vice President  
 Regulatory Affairs

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(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3235  
 DECISION NO.

2H17

ISSUED BY

**Lee Schavrien**  
 Vice President  
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

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